

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
EASTERN DIVISION**

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|---|---|-----------------------------|
| EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, |) | |
| |) | |
| Plaintiff, |) | |
| |) | |
| v. |) | CIVIL ACTION NO. |
| |) | 2:22-cv-00131-KS-MTP |
| TRACTOR SUPPLY COMPANY, |) | |
| |) | |
| Defendant. |) | |

CONSENT DECREE

Plaintiff Equal Employment Opportunity Commission (“Commission”) filed a lawsuit against Defendant Tractor Supply Company (“Tractor Supply”) pursuant to Titles I and V of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12111, *et seq.* (“ADA”), and Title I of the Civil Rights Act of 1991, 42 U.S.C. § 1981a. In its Complaint, the Commission alleged that Tractor Supply unlawfully disclosed Jane Doe’s confidential medical information, subjected Doe to a hostile work environment based on her disability, and terminated Doe (“Charging Party”) because of her disability and/or her protected opposition to these unlawful practices.

Nothing stated in this Consent Decree (“Decree”) constitutes nor shall be construed, implied, interpreted or provide evidence as an admission of unlawful conduct under the ADA. Tractor Supply denies all liability.

RECITALS

I. In the interest of resolving this matter, and avoiding the expense of further litigation, the Commission and Tractor Supply (“Parties”) have agreed that this action shall be finally

resolved by entry of this Decree. The Parties agree that the terms of this Decree are adequate, fair, and reasonable.

II. The Parties do not object to the jurisdiction of this Court over the Parties and the subject matter of this lawsuit and agree to the power of this Court to approve this Decree and enforce it as to the Parties.

III. The Parties agree to entry of this Decree without trial or further adjudication of the claims made by the Commission in this lawsuit and waive their rights to a hearing, the entry of findings of fact and conclusions of law, and a jury trial.

IV. The Parties agree that this Decree is final and binding upon Tractor Supply and its agents, officers, all employees, servants, successors, and assigns.

V. The Parties agree that when this Decree requires Tractor Supply to send documents, reports, information, notice, and/or items to the Commission, the same shall be sent by mail to the attention of Marsha Rucker, Regional Attorney, Equal Employment Opportunity Commission, Birmingham District Office, 1130 22nd Street South, Suite 2000, Birmingham, Alabama 35205, and concurrently emailed to marsha.rucker@eeoc.gov with the subject “Tractor Supply Company ADA Decree”.

THEREFORE, it is the finding of this Court, made on the pleadings and on the record as a whole and upon agreement of the parties, that (i) this Court has jurisdiction over the parties to and the subject matter of this action, (ii) this Decree is intended to and does resolve all matters in controversy in this lawsuit among the Parties, and (iii) the terms of this Decree constitute a fair and equitable settlement of all issues between the Parties in this lawsuit. This Decree, being entered with the consent of the Parties for purposes of settlement, shall not constitute an adjudication on

the merits of this lawsuit and shall not be construed as an admission by Tractor Supply that it violated the ADA.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED as follows:

1. This Decree is entered into by the Commission and Tractor Supply.
2. This Decree shall be final and binding between the Commission and Tractor Supply.
3. This Decree shall resolve all claims which were raised by the Commission in its Complaint in Civil Action No. 2:22-cv-00131-KS-MTP.
4. The Parties agree to the entry of this Decree subject to final approval by the Court.
5. This Decree shall be filed in the United States District Court for the Southern District of Mississippi, Hattiesburg Division, and shall be in effect, and continue to be in effect, for a period of two (2) years from the date of entry of this Decree by the Court. For all purposes in this Decree, the date of entry is the date the Court enters it into the record with the Judge's signature.
6. Absent extension, this Decree shall expire by its own terms at the end of two (2) years from the date of entry of this Decree without further action by the Parties.
7. The Court shall retain jurisdiction over this case to enforce the terms of the Decree for the duration of the Decree, during which the Commission may petition this Court for compliance with this Decree in accordance with Paragraph 29. Should the Court determine that Tractor Supply has not complied with this Decree, appropriate relief, including extension of the Decree for such period as may be necessary to remedy its non-compliance, may be ordered.
8. Any modification of this Decree by any Party shall be made by motion to the Court.

9. Nothing in this Decree shall be construed to limit the obligations of Tractor Supply under the ADA.
10. Nothing in this Decree shall be construed to affect the Commission's authority to process or litigate any current or future charge of discrimination filed with the Commission or against Tractor Supply.

MONETARY RELIEF

11. Tractor Supply shall pay Charging Party monetary relief in the gross, aggregate amount of seventy-five thousand dollars (\$75,000) allocated as follows: (a) twenty-five thousand (\$25,000) allocated to claimed back pay, back benefits, front pay, and front benefits, with all of this amount being subject to applicable withholding deductions, and (b) fifty thousand dollars (\$50,000) allocated to all other claimed damages. Tractor Supply shall remit required deductions to the appropriate government entity.
12. Within fourteen (14) days following entry of this Decree, the Commission shall provide Charging Party's name and address to Tractor Supply's counsel of record.
13. Within thirty (30) days following entry of this Decree, Tractor Supply shall issue payment of the monetary relief (less required deductions) to Charging Party by mailing by traceable method to the address provided by the Commission separate checks for each allocated amount made payable to Charging Party. Concurrently, copies of the checks and evidence of traceable mailing shall be submitted to the Commission.
14. These amounts payable pursuant to Paragraph 11 above shall be paid in full settlement of the claims against Tractor Supply that were the basis of the Charges of Discrimination filed by Charging Party (charge numbers 423-2018-01870 and 423-2018-02054) and the Commission's Complaint (case number 2:22-cv-00131-KS-MTP in the Southern District

of Mississippi) and constitute full settlement of all claims made by the Commission in its Complaint on behalf of Charging Party.

OTHER INDIVIDUAL RELIEF

15. Charging Party shall direct all inquiries from prospective employers to Tractor Supply's third party vendor, Thomas & Company, at 615-620-0569, which will provide only neutral information in response to inquiries. Tractor Supply will instruct Meredith Craig, Paul Sims, and Andre Desjardins that, if contacted by prospective employers of Charging Party, they will direct inquiries to Thomas & Company, and will not release any information about Charging Party to the prospective employers.

GENERAL INJUNCTIVE RELIEF

16. Tractor Supply and its supervisors, managers, officers, directors, and successors shall promptly investigate reports of improper disclosures of confidential medical information, disability-based discrimination, disability-based harassment, or retaliation and shall respond promptly and appropriately when investigation substantiates any such report.
17. Tractor Supply, including its supervisors, managers, officers, agents, successors, and assigns, and all of those in active concert or participation with them, is permanently enjoined for the duration of this Decree from taking actions which violate federal anti-discrimination laws, which are summarized as the following:
 - A. improperly disclosing an employee's confidential medical information;
 - B. discriminating against an employee on the basis of disability;
 - C. creating, facilitating, or permitting the existence of a hostile work environment on the basis of disability;

- D. retaliating against an individual because that individual has requested a reasonable accommodation under the ADA;
- E. retaliating against an individual because that individual has opposed conduct reasonably believed to violate the ADA; and
- F. retaliating against an individual because that individual has made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under the ADA.

WORKPLACE POLICY ENHANCEMENTS

- 18. Within one hundred twenty (120) days following the entry of this Decree, Tractor Supply shall review its employment policies and revise them, to the extent necessary, so that such policies include, at a minimum, the following:
 - A. A requirement that any supervisory employee who observes, receives, or otherwise obtains information regarding discrimination, harassment, or retaliation must promptly report such information to Human Resources.
 - B. A commitment to not making any inquiry of an employee that is likely to elicit information about a disability unless doing so is job-related and consistent with business necessity.
 - C. A commitment to preventing and remedying retaliation against any individual because of that individual's reasonable hesitation about or opposition to an inquiry that is likely to elicit information about a disability.
 - D. A commitment to maintaining the confidentiality of medical information that Tractor Supply obtains from applicants and employees through inquiry or examination.

19. Within one hundred twenty (120) days of the entry of this Decree, Tractor Supply shall cause the employment policies described in Paragraph 19 to be submitted to the Commission, fully implemented, distributed to all employees, accessible to employees in the store, and provided to each new employee within thirty (30) days of their hire.

TRAINING

20. Within one hundred eighty (180) days of the entry of this Decree and annually thereafter during the term of this Decree, Tractor Supply shall provide training to all non-managerial employees¹ whom Tractor Supply has employed for at least the past thirty (30) days on

employment discrimination, harassment, and retaliation (General Training), including the following topics:

- A. the ADA's provisions and Tractor Supply's policies regarding discrimination, harassment, and retaliation;
- B. the importance of maintaining an environment free from discrimination, harassment, and retaliation;
- C. practical examples aimed at the prevention of discrimination, harassment, and retaliation;
- D. specific examples of discrimination because of disability, harassment because of disability, and retaliation related to disability;
- E. avenues available to employees to report complaints of discrimination, harassment, or retaliation.

21. Within one hundred eighty (180) days of the entry of this Decree and annually thereafter during the term of this Decree, Tractor Supply shall provide to all employees whom Tractor

¹ For the avoidance of doubt, the Parties agree that Assistant Store Managers and Team Leaders are not employed in a managerial position for purposes of the Training provisions of this Decree.

Supply has employed in a managerial position for at least the past sixty (60) days training about employment discrimination, harassment, and retaliation (Managerial Training), including the following topics:

- A. Each of the topics to be included in the General Training, as enumerated in Paragraph 20;
- B. Preventing, identifying, addressing, and remedying discrimination, harassment, and retaliation;
- C. Receiving, documenting, investigating, and resolving reports of discrimination, harassment, and retaliation.
- D. Avoiding any inquiry of an applicant or employee that is likely to elicit information about a disability, unless doing so is job-related and consistent with business necessity.
- E. Maintaining the confidentiality of medical information that Tractor Supply obtains from applicants and employees through inquiry or examination.

22. Tractor Supply shall submit an agenda and materials for the General Training and the Managerial Training within one hundred twenty (120) days of the entry of this Decree and within thirty (30) days of any material revisions to either training, including its agenda or materials.

23. Following the 180-day period set forth in Paragraph 20, Tractor Supply shall provide the General Training to all new or rehired non-managerial employees within thirty (30) days of their employment or rehire, excepting rehired employees who last worked for Tractor Supply less than one year ago.

24. Following the 180-period set forth in Paragraph 21, Tractor Supply shall provide the Managerial Training to all new or rehired employees in a managerial position within sixty (60) days of their employment or rehire in a managerial position, excepting rehired employees who last worked for Tractor Supply in managerial position less than one year ago.
25. Tractor Supply shall maintain records that show each time that an employee completed the General Training or Managerial Training. Tractor Supply shall submit these completion records regarding the Managerial Training to the Commission annually by the end of each calendar year. The Commission's acceptance or review of these materials shall not constitute approval of the materials.

POSTING OF NOTICE

26. Within sixty (60) days of the entry of this Decree, Tractor Supply shall sign and post 8½-inch-by-11-inch sized copies of the notice attached as Exhibit A to this Consent Decree on all locations usually used by Tractor Supply at its facilities for employee announcements and notices in its stores in Florida, Mississippi, Louisiana, Alabama, and Georgia. This notice shall remain posted throughout the term of this Decree.

SUCCESSOR NOTIFICATION

27. For the duration of this Decree, prior to the full or partial sale or transfer of Tractor Supply ownership rights or interests, Tractor Supply shall provide written notice of this Decree and its contents to any potential purchaser or transferee. The Parties also agree that Tractor Supply shall send the Commission a copy of the written notice at the same time it sends the written notice to the potential purchaser or transferee.

28. For the duration of this Decree, Tractor Supply shall provide notice and a copy of this Decree to any successors or any other corporation or other entity that acquires Tractor Supply and any other corporation or other entity into which Tractor Supply may merge. Tractor Supply shall send the Commission a copy of the written notice at the same time it sends the written notice to the successor entity.

DISPUTE RESOLUTION

29. If, during the duration of this Decree, the Commission believes that Tractor Supply has failed to comply with any provision of this Decree, the Commission shall notify Tractor Supply or its counsel of the alleged non-compliance and shall afford Tractor Supply one hundred twenty (120) days thereafter to remedy the non-compliance or to satisfy the Commission the alleged non-compliance is not well founded. If Tractor Supply has not remedied or otherwise addressed the alleged non-compliance to the Commission's satisfaction within one hundred twenty (120) days, the Commission may apply to the Court for appropriate relief.

ATTORNEYS' FEES

30. The Parties shall bear their own attorneys' fees and costs incurred in this action up to the date of the entry of this Consent Decree.

FORM 1098-F

31. The Commission may be required to report the fact of this settlement to the IRS under Section 162(f) and 6050X of the Internal Revenue Code which allow for certain payments by employers to be deducted from the employer's taxes. If the Commission is required to do so, the Commission will provide the employer with a copy of the 1098-F form that it will provide to the Internal Revenue Service (IRS).

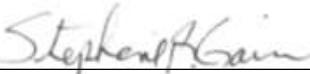
32. Tractor Supply's EIN is 133139732. The individual to whom the Commission should mail a copy of the form 1098-F, if required to issue one is Kurt Barton, Chief Financial Officer and Treasurer, Tractor Supply Company, 5401 Virginia Way, Brentwood, TN 37027.
35. The Commission has made no representations regarding whether the amount paid pursuant to this settlement qualifies for the deduction under the Internal Revenue Code.
36. The provision of Form 1098-F by the Commission does not mean that the requirements to claim a deduction under the Internal Revenue Code have been met.
37. Any decision about a deduction pursuant to the Internal Revenue Code will be made solely by the IRS with no input from the Commission.
38. The Parties are not acting in reliance on any representations made by the Commission regarding whether the amounts paid pursuant to this agreement qualify for a deduction under the Internal Revenue Code.

SO ORDERED, ADJUDGED, and DECREED this _____ day of May, 2024.

UNITED STATES DISTRICT JUDGE

APPROVED AND CONSENTED TO BY:

Date: May 7, 2024



AUTHORIZED REPRESENTATIVE
FOR DEFENDANT TRACTOR SUPPLY

Stephanie Gaines

(Printed Name)

Date:



MARSHA RUCKER
REGIONAL ATTORNEY

MARSHA RUCKER

(Printed Name)

EXHIBIT A – NOTICE TO ALL EMPLOYEES

This Notice is posted by agreement between Tractor Supply Company and the Equal Employment Opportunity Commission (EEOC). Title I of the Americans with Disabilities Act (the ADA), as amended, prohibits discrimination against applicants and employees on the basis of disability. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit. The ADA prohibits discrimination against applicants or employees on the basis of disability in all employment practices, including hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. The ADA also requires employers to protect the confidentiality of employees' confidential medical information.

It is illegal to harass an employee on the basis of disability. It is also illegal to harass someone because they have complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit. Harassment can take the form of slurs, graffiti, offensive or derogatory comments, or verbal or physical conduct, or social exclusion. The harasser can be the victim's supervisor, a supervisor in another store, a co-worker, or someone who is not an employee of the employer, such as a vendor or customer.

If you believe you have been discriminated against; been harassed; been subjected to retaliation; witnessed discrimination, harassment, or retaliation; or, had your confidential medical information improperly disclosed, you may contact the EEOC. The EEOC charges no fees and has employees who speak languages other than English.

This Notice must remain posted for two years from _____ and must not be altered, defaced, or covered, by any other material. Any questions about this Notice or compliance with its terms may be directed to:

Regional Attorney, EEOC Birmingham District Office
Ridge Park Place, Suite 2000
1130 22nd Street South
Birmingham, Alabama 35205